

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

'06 SEP 22 A9

DEPARTMENT: MPO

AGENDA DATE: 09/26/06

CONTACT PERSON/PHONE: Ricardo Dominguez, MPO, (915-591-9735

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: That the Mayor is hereby authorized to sign an Interlocal Agreement by and between the City of El Paso, Texas ("City"), acting in its capacity as the fiscal agent to the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO"), and the University of Texas at El Paso ("UTEP"), to assist the MPO to develop the International and Regional Transportation Model. The Agreement Period is from September 30, 2006 through September 29, 2007 with four (4) options to extend.

BACKGROUND / DISCUSSION:

This agreement will assist the MPO in fulfilling the Department of Transportation requirements to conduct regional transportation planning and programming functions annotated in its yearly work program.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Federal Highway and Federal Transit Administrations Account 502215, Fund 05031, Grant G780703, Department 6815009; no budget transfer needed.

BOARD / COMMISSION ACTION:


Enter appropriate comments or N/A

The Transportation Policy Board approved its yearly work program.

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example:  if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso, Texas ("City"), acting in its capacity as the fiscal agent to the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO"), and the University of Texas at El Paso ("UTEP"), to assist the MPO to develop the International and Regional Transportation Model. The Agreement period is from September 30, 2006 through September 29, 2007 with four (4) options to extend.

ADOPTED this 27th day of September 2006.

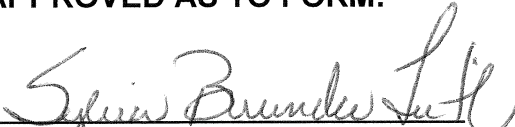
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director
Metropolitan Planning Organization

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this 27th day of September 2006, by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas, in its capacity as the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("CITY"), and The University of Texas at El Paso, a Texas Institution of Higher Education ("UTEP"), pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

WITNESSETH

The CITY and UTEP for the consideration and mutual promises as herein set forth agree as follows:

1. SCOPE OF SERVICES

UTEP agrees to provide support to the Metropolitan Planning Organization (MPO) as set forth in Attachment "A", made a part hereof by this reference for all purposes.

2. TERM

The term of this Agreement shall begin September 30, 2006, and shall end September 30, 2007. The term of this agreement may be extended upon the written approval of both parties.

3. OPTIONS TO EXTEND

The City is hereby granted the option to extend this Agreement for four (4) additional one (1) year terms. In the event the City elects to exercise one or more of the options to extend, the consideration paid to UTEP during each of the option periods shall be the amount specified for the respective year on the Five-Year Budget attached as Attachment "B" and fully incorporated herein by reference.

In order to exercise the option, the Executive Director of the Metropolitan Planning Organization shall provide written notice to UTEP thirty (30) days prior to the expiration of the term immediately preceding the option period.

4. COMPENSATION AND METHOD OF PAYMENT

The cost of the Agreement in the first year shall not exceed TWO HUNDRED TWENTY ONE THOUSAND TWO HUNDRED EIGHTY THREE AND NO/100

DOLLARS (\$221,283.00). UTEP agrees that at no time shall it make a claim against the City for more than the rate provided under the terms of this Agreement. Periodic payments will be made to UTEP within thirty (30) days following the monthly submittal of invoices and time sheets, accompanied by a progress report based on previously approved work assignments by MPO office.

5. CERTIFICATION

The CITY hereby certifies that the services to be provided by UTEP are necessary and essential activities that are properly within the statutory functions and programs of the respective state and local entities.

6. APPLICABLE LAWS

UTEP shall perform all services under this Agreement in accordance with all applicable local, state, and federal laws and regulations.

7. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between the CITY and UTEP.

8. ASSIGNMENT

The services to be provided under this Agreement are specific to UTEP and shall not be assigned or delegated without the prior written consent of the CITY. Any attempt to assign without the prior written consent of the City shall be void and may, at the option of the City, result in a termination of this Agreement.

8. TERMINATION

- A. Either party may terminate this Agreement if the other is in default upon five (5) days written notice to the other party provided that the other party shall be given a reasonable time to cure said default. The CITY or UTEP may terminate this Agreement upon thirty (30) days written notice to the other party.
- B. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior thereto.
- C. Upon termination, UTEP shall return any materials belonging to the CITY, such as all drawings, plans, records, and other materials, which are currently in UTEP's possession.

9. NOTICES

All notices, communications and reports under this Agreement shall be hand-delivered or mailed, certified, return receipt requested, to the respective parties at their respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

CITY: Executive Director
Metropolitan Planning Organization
10767 Gateway Blvd. West, Suite 605
El Paso, Texas 79935

UTEP: Vice President for Research and Sponsored Projects
University of Texas at El Paso
500 W. University Ave.
Admin. Bldg., Rm. #209
El Paso, Texas 79968

10. WAIVER

Action or inaction by either party regarding any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

11. DISCRIMINATION

- A. Discrimination Prohibited: No person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any programs or activity funded in whole or in part with funds made available to UTEP pursuant to the terms of this Agreement, or any written amendment hereto.
- B. Specific Discriminatory Actions prohibited: UTEP may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex national origin, age or disability, or having the effect of defeating or substantially impairing accomplishment of the objectives of the programs funded pursuant to this Agreement or any written amendment hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.

12. NO VERBAL AGREEMENT

This Agreement contains all commitments and agreements of the parties hereto, and no verbal or other written commitment shall have any force or effect if not contained herein.

13. VENUE

The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas.

14. CONTRACT INTERPRETATION

In interpreting the various provisions of this Agreement in a court of law, any court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions in this Agreement.

15. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as part of this Agreement a provision which preserves the intention of the unenforceable provision, but which complies with the law.

16. CAPTIONS

The captions to the various paragraphs of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of El Paso to be effective on the date and year first above written.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

THE CITY OF EL PASO, in its capacity as METROPOLITAN PLANNING ORGANIZATION:

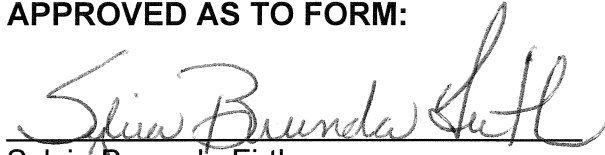
ATTEST:

CITY OF EL PASO:

Richarda Duffy Momsen
City Clerk

John F. Cook
Mayor

APPROVED AS TO FORM:




Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director
Metropolitan Planning Organization

**UNIVERSITY OF TEXAS AT EL PASO
(UTEP)**



Diana Natalicio, President

ATTACHMENT “A”
Metropolitan Planning Organization and University of Texas at El Paso
Inter-local Agreement

1. Background

Through the inception of federal legislation, starting with the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) through the current legislation, Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the El Paso Metropolitan Planning Organization (MPO) has faced increasing challenges in undertaking effective regional and international transportation planning. The MPO coordinates regional transportation planning with two (2) countries, and three (3) states and is governed by the Transportation Policy Board (TPB) with the City of El Paso acting as the fiscal agent.

The El Paso MPO is known as one of the most capable and pioneering MPOs in Texas and is the first MPO in the nation to create an international travel demand model. Currently, the MPO possesses advanced in-house travel demand and network modeling (TDM) capabilities and is developing a state-of-the-art land use model (LUM). El Paso MPO has also been serving as the “evaluating agency” for major bi-national transportation planning and policy decisions in the region. To cope with challenging border transportation planning issues, the El Paso MPO technical staff constantly seeks innovative and sophisticated techniques from technical journals, conferences, and/or workshops.

For the past five (5) years, the MPO has kept a series of one-year inter-local agreements with the University of Texas-El Paso’s professors/researchers, staff and students to supplement the existing transportation planning MPO staff in fulfilling federal and state metropolitan transportation planning processes. This agreement contributes to a finer resolution of traffic representation and a more accurate impact measurement of various transportation system expansions and/or improvement projects. In addition, it provides a scientific tool to forecast land uses and demographics. Through the use of these sophisticated technical tools, the MPO Office can improve its recommendations to the TPB on strategic, short- range plans, and long -range transportation plans.

Besides the actual benefit of advancing modeling capability in El Paso, this project will also significantly publicize the capability and achievements of the El Paso MPO to a broader audience.

To set forth the work required, this proposal defines the project objectives, scopes, detailed tasks, and time frame in the next few sections.

2. Project Scope

This agreement has as its goal to assist in:

1. Evaluation and application of the next-generation Travel Demand Models and Land Use Models.
2. Providing technical assistance to MPO member agencies and the residents of the MPO Study Area. The MPO Study Area is all of the County of El Paso and a portion of Southern Doña Ana County (City of Sunland Park, Santa Teresa, communities of Anthony and Berino), and the community of Chaparral, Otero County, NM.
3. Completing the 2030 Metropolitan Transportation Plan, Transportation Improvement Plan, Congestion Management Process, and other federally mandated documents.
4. Evaluating the port-of-entry traffic assignment model for the Federal Highway Administration.
5. Providing technical assistance to Sun Metro and the County of El Paso Transit.
6. Providing technical assistance to the New Mexico Regional Transit District, whose study limits are between the City of Sunland Park through Las Cruces to Alamogordo and to include all communities and cities in between.

3. Work Plan

Implementing the Unified Planning Work Program (UPWP), an annual listing of regional transportation tasks adopted by the TPB and approved by the FHWA, is a major process of the work plan. The UPWP contains the MPO's approved yearly operating budget.

The Unified Planning Work Program (UPWP) is a two-year transportation planning work program detailing transportation planning, programs and services (work) to be performed by the El Paso Metropolitan Planning Organization (MPO) in support of the "3C" planning process whereby issues and projects are evaluated *continuously*, *comprehensively*, and *cooperatively*. It contains a listing of planning projects, programs and services performed by public and private transportation planning agencies and partnerships whose projects will have a regionally significant impact in the El Paso MPO region. The UPWP is an instrument for coordinating metropolitan transportation and air quality planning activities in the region.

ATTACHMENT "B"

THE UNIVERSITY OF TEXAS AT EL PASO ESTIMATED COSTS

PRINCIPAL INVESTIGATOR: Ruey (Kelvin) Cheu, Ph.D.
CO-PRINCIPAL INVESTIGATOR: Soheil Nazarian, Ph.D.
PERIOD: 10/1/06-9/30/06
TITLE: El Paso Metropolitan Planning Organization Support Services
AGENCY: MPO

A. SALARIES AND WAGES - SENIOR PERSONNEL		Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. K. Cheu		\$0	\$0	\$0	\$0	\$0	0
2. S. Nazarian		0	0	0	0	0	0
3. S. Perez	12 months @ 100%	45,000	46,350	47,741	49,173	50,648	238,912
4. A. Coronado	12 months @ 100%	35,000	36,050	37,132	38,246	39,393	185,821
5. R. Tinajero	12 months @ 100%	50,000	51,500	53,045	54,636	56,275	265,456
6.	0.00	0	0	0	0	0	0
SUBTOTAL		130,000	133,900	137,918	142,055	146,316	690,189
B. OTHER PERSONNEL							
1. POST DOCTORAL ASSOCIATES		0	0	0	0	0	0
2. OTHER PROFESSIONALS		0	0	0	0	0	0
3. GRADUATE STUDENTS	1 student - 12 mos. @ 50%	15,000	15,450	15,913	16,391	16,883	79,637
4. UNDERGRADUATE STUDENTS		0	0	0	0	0	0
5. SECRETARIAL/CLERICAL	12 mos. @ 10%	2,500	2,575	2,652	2,732	2,814	13,273
6. OTHER		0	0	0	0	0	0
TOTAL - SALARIES AND WAGES		147,500	151,925	156,483	161,178	166,013	783,099
C. FRINGE BENEFITS- Faculty/Staff		42,525	43,240	43,976	44,735	45,519	219,995
FRINGE BENEFITS- Students		3,140	3,143	3,147	3,151	3,156	15,737
TOTAL - FRINGE BENEFITS		45,665	46,383	47,123	47,886	48,675	235,732
D. TOTAL - SALARIES AND WAGES/FRINGE BENEFITS		193,165	198,308	203,606	209,064	214,688	1,018,831
E. EQUIPMENT							
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
TOTAL EQUIPMENT		0	0	0	0	0	0
F. TRAVEL 1. DOMESTIC		8,000	8,000	8,000	8,000	8,000	40,000
2. FOREIGN		0	0	0	0	0	0
TOTAL TRAVEL COSTS		8,000	8,000	8,000	8,000	8,000	40,000
G. PARTICIPANT SUPPORT COSTS							
1. STIPENDS		0	0	0	0	0	0
2. TRAVEL		0	0	0	0	0	0
3. SUBSISTENCE		0	0	0	0	0	0
4. TUITION AND FEES		0	0	0	0	0	0
TOTAL PARTICIPANT COSTS		0	0	0	0	0	0
H. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES		0	0	0	0	0	0
2. PUBLICATION COSTS		0	0	0	0	0	0
3. CONSULTANTS		0	0	0	0	0	0
4. COMPUTER SERVICES		0	0	0	0	0	0
5. SUBCONTRACTS		0	0	0	0	0	0
6. OTHER COSTS		0	0	0	0	0	0
TOTAL OTHER DIRECT COSTS		0	0	0	0	0	0
I. TOTAL DIRECT COSTS		201,165	206,308	211,606	217,064	222,688	1,058,831
J. INDIRECT COSTS - 10% Modified Total Direct Costs							
(Rate Agreement: DHHS; September 21, 2002; Predetermined)		20,117	20,631	21,161	21,706	22,269	105,884
K. TOTAL ESTIMATED COSTS		221,282	226,939	232,767	238,770	244,957	\$1,164,715

All personnel transactions required to fulfill the provisions of this proposal will be made in accord with, and will be governed by, the appropriate University Personnel Policies and Regulations. All salary increases will conform to University policies, subject to the availability of funds. No officer, member, or employee of the University and no other public officials for the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this project which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this project or the proceeds thereof.

ATTACHMENT "B"

THE UNIVERSITY OF TEXAS AT EL PASO ESTIMATED COSTS/COST SHARING

PRINCIPAL INVESTIGATOR: 0.00
CO-PRINCIPAL INVESTIGATOR: Soheil Nazarian, Ph.D.
PERIOD: 0.00
TITLE: El Paso Metropolitan Planning Organization Support Services
AGENCY: MPO

A. SALARIES AND WAGES - SENIOR PERSONNEL		Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. Name		\$0	\$0	\$0	\$0	\$0	0
2. Name		0	0	0	0	0	0
3. Name		0	0	0	0	0	0
4. Name		0	0	0	0	0	0
5. Name		0	0	0	0	0	0
6. Name		0	0	0	0	0	0
SUBTOTAL		0	0	0	0	0	0
B. OTHER PERSONNEL							
1. POST DOCTORAL ASSOCIATES		0	0	0	0	0	0
2. OTHER PROFESSIONALS		0	0	0	0	0	0
3. GRADUATE STUDENTS		0	0	0	0	0	0
4. UNDERGRADUATE STUDENTS		0	0	0	0	0	0
5. SECRETARIAL/CLERICAL		0	0	0	0	0	0
6. OTHER		0	0	0	0	0	0
TOTAL - SALARIES AND WAGES		0	0	0	0	0	0
C. FRINGE BENEFITS		0	0	0	0	0	0
D. TOTAL - SALARIES AND WAGES/FRINGE BENEFITS		0	0	0	0	0	0
E. EQUIPMENT							
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
	0.00	0	0	0	0	0	0
Total		0	0	0	0	0	0
F. TRAVEL 1. DOMESTIC		0	0	0	0	0	0
2. FOREIGN		0	0	0	0	0	0
TOTAL TRAVEL COSTS		0	0	0	0	0	0
G. PARTICIPANT SUPPORT COSTS							
1. STIPENDS		0	0	0	0	0	0
2. TRAVEL		0	0	0	0	0	0
3. SUBSISTENCE		0	0	0	0	0	0
4. TUITION AND FEES		0	0	0	0	0	0
TOTAL PARTICIPANT COSTS		0	0	0	0	0	0
H. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES		0	0	0	0	0	0
2. PUBLICATION COSTS		0	0	0	0	0	0
3. CONSULTANTS		0	0	0	0	0	0
4. COMPUTER SERVICES		0	0	0	0	0	0
5. SUBCONTRACTS		0	0	0	0	0	0
6. OTHER COSTS		0	0	0	0	0	0
TOTAL OTHER DIRECT COSTS		0	0	0	0	0	0
I. TOTAL DIRECT COSTS		0	0	0	0	0	0
J. INDIRECT COSTS - 10% Modified Total Direct Costs							
(Rate Agreement: DHHS; September 21, 2002; Predetermined)		0	0	0	0	0	0
K. TOTAL ESTIMATED COSTS		\$0	\$0	\$0	\$0	\$0	\$0

All personnel transactions required to fulfill the provisions of this proposal will be made in accord with, and will be governed by, the appropriate University Personnel Policies and Regulations. All salary increases will conform to University policies, subject to the availability of funds. No officer, member, or employee of the University and no other public officials for the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this project which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this project or the proceeds thereof.